

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-196-T - ORDER NO. 2021-40
JANUARY 22, 2021

IN RE:	Application of Wayforth Transportation, LLC)	ORDER GRANTING
	for Class E (Household Goods) Certificate of)	CLASS E (HOUSEHOLD
	Public Convenience and Necessity for)	GOODS) CERTIFICATE
	Operation of Motor Vehicle Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Wayforth Transportation, LLC (hereinafter referred to as “Wayforth Transportation” or the “Applicant”). By its Application, Wayforth Transportation requests a Class E Certificate of Public Convenience and Necessity (“CPCN”) with authority to transport household goods statewide.

II. PROCEDURAL HISTORY

Wayforth Transportation filed its Application with the Commission on August 14, 2020, with a subsequent Revised Application filed on November 19, 2020. By letter dated August 21, 2020, the Clerk’s Office of the Commission directed Wayforth Transportation to publish the Notice of Filing (the “Notice”) in newspapers of general circulation. Among other things, the Notice provided information regarding the Application and advised any person who desired to participate as a party of record that a Petition to Intervene must be filed on or before September 28, 2020. The Applicant provided proof of publication

demonstrating that the Notice was timely published. No Petitions to Intervene were received.

The evidentiary hearing was held virtually on December 2, 2020, with the Honorable Justin T. Williams presiding. The Applicant was represented by C. Fredric Marcinak, Esquire. The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2019), was represented by C. Lessie Hammonds, Esquire.

II. EVIDENCE OF RECORD

Wayforth Transportation is a limited liability company established in Charlotte, North Carolina with principal officers residing in Richmond, Virginia. The company is requesting authority to transport household goods statewide in South Carolina and is already certified to provide intrastate transportation of household goods in North Carolina.

The Applicant called its CEO, Craig Shealy, as a witness. Mr. Shealy discussed his company’s professional experience as a moving company. Mr. Shealy testified that there are no outstanding judgments against Wayforth Transportation. He also testified that the Applicant has adequate equipment, facilities, and financial resources to provide the moving services described in the Application. Mr. Shealy certified that Wayforth Transportation is familiar with all statutes and regulations governing for-hire motor carrier operations in South Carolina, including the Commission’s regulations regarding insurance requirements.

Mr. Shealy believes there is a need for the company’s services and will reach customers through established commercial relationships.

On October 31, 2020, the Applicant filed a motion to present shipper witness testimony by Affidavit. By Order No. 2020-114-H, the Chief Hearing Officer granted Applicant's request. Wayforth Transportation presented the testimony of Trevia Hunter, a real estate broker and agent since 2013. Ms. Hunter testified that there is a need for qualified movers – such as Wayforth Transportation – in South Carolina. Ms. Hunter believes the public interest would be served by granting Wayforth Transportation's Application.

ORS informed the Commission by letter dated December 1, 2020, that it would not be filing testimony in this docket. ORS stated that it had reviewed the Application and had conducted an inspection of Wayforth Transportation's records and equipment. Based on its inspection and review, ORS advised that it is "of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133."

IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A). Under this authority, the Commission can fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). S.C. Code Ann.

Regs 103-133 is entitled “Proof Required to Justify Approving an Application” and for household goods and hazardous waste for disposal applications provides as follows:

- a. **FIT.** The applicant must demonstrate, or the commission determines that the applicant’s safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission’s insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant’s purpose for seeking a Class E Certificate, the applicant’s 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. **WILLING.** Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant’s willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012).

V. DISCUSSION

Based upon the evidence of record, Wayforth Transportation has demonstrated it is fit, willing, and able to provide and perform the services which it seeks to provide. “Fitness” was demonstrated by Mr. Shealy testifying there are no outstanding judgments pending against Applicant and certifying Wayforth Transportation is familiar with and will comply with all statutes and regulations governing movers of household goods.

Wayforth Transportation's Application also satisfies the "able" requirement. Applicant owns four commercial vehicles and has also provided insurance quotes that exceed the minimum liability coverage to transport household goods within South Carolina. Mr. Shealy outlined the company's established business model. The Office of Regulatory Staff indicated in its December 1, 2020, letter that its inspection of Applicant's vehicle and facilities reveals that Wayforth Transportation is able to perform the proposed service.

Further, Wayforth Transportation has demonstrated it is "willing" to provide the described moving services by filing the Application. The testimony of Mr. Shealy further demonstrates Applicant's willingness by indicating that the company desires to provide moving services to points and places within South Carolina.

Lastly, the Applicant has also met the public convenience and necessity requirement with the submission and filing of shipper witness Ms. Hunter's testimony that indicates South Carolina has a need for other qualified movers.

VI. FINDINGS OF FACT

1. The Commission finds there are no outstanding judgments pending against Wayforth Transportation. Further, the Applicant is familiar with and agrees to comply with all statutes and regulations governing movers of household goods. Wayforth Transportation is fit to appropriately perform the service described in its Application.

2. The Commission finds Wayforth Transportation is able to appropriately perform the service described in its Application.

3. The Commission finds that, by submitting its Application, Wayforth Transportation has demonstrated it is willing to appropriately perform the proposed service.

4. The Commissions finds that public convenience and necessity are not already being served by existing authorized services.

VII. CONCLUSIONS OF LAW

1. The Commissions concludes that Wayforth Transportation has demonstrated it is fit, willing, and able to appropriately perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).

2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to Wayforth Transportation.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Wayforth Transportation, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. Wayforth Transportation, LLC's Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 et seq., as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. § 58-23-10 et seq., and the applicable Regulations for Motor Carriers, a Certificate will be issued by ORS authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of Applicant to either (1) complete the certification process by complying with ORS requirements within ninety (90) days of this Order, or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Should Applicant fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



A handwritten signature in blue ink, appearing to read "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chairman
Public Service Commission of
South Carolina

WAYFORTH TRANSPORTATION, LLC

100-A TARIFF GOVERNING RULES, REGULATIONS AND SCOPE OF HOUSEHOLD GOODS CARRIER OPERATIONS

APPLICABLE ON SHIPMENTS BETWEEN POINTS
IN THE STATE OF SOUTH CAROLINA

EFFECTIVE: _____, 2020

Issued by:

WayForth Transportation, LLC
1859 Lindbergh Street, Suite 100
Charlotte, NC 28208
(800) 913-7747

SECTION 1 – GENERAL TERMS

ITEM 100

BILLS OF LADING

The terms and conditions of Carrier's Household Goods Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

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ITEM 105 BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL

ONLY Carrier officials or personnel authorized to do so by the Carrier are empowered to enter into agreements, alter existing agreements, or issue non-binding estimates. Authorized officials are Carrier personnel with the title of Sales Consultants, Manager, Vice President, or higher. Drivers, packers, loaders, and similar employees employed or hired by Carrier are among those excluded from the category of authorized carrier personnel.

ITEM 110 SUBSEQUENT VERSIONS OF THIS TARIFF

When this tariff is amended, all shipments accepted by Carrier after the amendment are subject to the revision. The current tariff will be on file with S.C. Public Service Commission.

ITEM 115 INTERPRETATION OF THIS TARIFF

No provision of this Tariff may be altered or amended orally. The version of the Tariff in effect at the time of the acceptance of the shipment shall apply to the shipment.

ITEM 120 GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements thereto or successive reissues thereof.

KIND OF TARIFF	ISSUING AGENT	SERIES
Mileage Guides	Household Goods Carriers	ICC HHG 100
Rules	WayForth Transportation, LLC ("WayForth")	100-A Tariff

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff's mentioned in this item.

ITEM 125 INTERSTATE VS. INTRASTATE

The rules set forth in this Circular apply only to shipments between points in the State of South Carolina.

ITEM 130

MILEAGE GUIDE

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most recent edition of the following mileage guide:

PC Miler Practical (Latest Revision)

Mileage on shipments stopped in transit for partial loading and/or partial unloading will be determined by calculating the mileage from origin to final destination via the point or points at which vehicle is stopped for partial loading or unloading.

ITEM 135**NOTICE AND AMENDMENTS**

Upon request, Carrier will provide its customers and shippers with copies of all applicable rules and rates. Any such rules and accessorial charges are available by contacting carrier at WayForth.com.

ITEM 140**OPERATING AUTHORITY**

Carrier has authority to operate as a household goods and general property carrier in interstate commerce within the United States. Copies of the operating certificate are available upon request. Carrier has authority to operate as a household goods carrier on an intrastate basis in the following states: Virginia, North Carolina, Pennsylvania, Massachusetts, South Carolina.

ITEM 145**PARTICIPATING CARRIERS**

Motor carriers party to this tariff are shown below:

WayForth Transportation, LLC
MC 91292

ITEM 150**RATES AND SCHEDULES**

The rules published herein are applicable to all household goods shipments transported by Carrier. Rates and schedules provided herein apply on all such shipments.

ITEM 155**[OMITTED]**

ITEM 160**CONSENT TO JURISDICTION**

Unless the Carrier and purchaser of Carrier's services have previously agreed in writing to proceed otherwise, the Carrier and the purchaser of carrier's services consent to the exclusive personal jurisdiction of the State and Federal Courts applicable to either Richmond, Virginia or Richland County, South Carolina for filing all civil actions arising out of the transportation services performed or to be performed by Carrier. To the extent not inconsistent with federal statutes, regulations, or common law, this Tariff, all other contractual agreements between Carrier and the purchaser of carrier's services, and all rights, duties, and obligations between Carrier and the purchaser of carrier's services shall be governed by the law of the State of South Carolina, without regard to its choice of law provisions.

SECTION 2- OPERATIONS

ITEM 200

APPLICATION OF TARIFF

Each provision of this tariff shall apply to each transportation agreement and bill of lading entered into by Carrier.

ITEM 210**IMPRACTICAL OPERATIONS**

Nothing in this rule circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
 - (B) Inadequate loading or unloading facilities; or
 - (C) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.
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ITEM 215**ON-HAND SHIPMENTS**

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier shall (a) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the lading for public sale. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.

ITEM 220**PACKAGING REQUIREMENTS**

Unless alternative arrangements have been made with Carrier, (a) packaging requirements generally applicable in the industry will apply and (b) customer will be responsible to package goods so as to protect them from damage during transportation.

ITEM 225**RIGHT TO OPEN/INSPECT**

Carrier reserves the right to open/inspect any freight which has been accepted for shipment, including packages that have been sealed.

ITEM 230**SERVICE STANDARDS**

Unless alternative terms and requested and agreed to by an authorized agent of Carrier (See Item 105), freight shall be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard unless alternative terms are requested and agreed to. To request alternative terms and for terms and conditions, call Carrier Pricing Department at 1-866-512-4770.

CARRIER'S RATES

[illegible]

For calculation of the hourly rates listed above, charges for each hour shall begin when Carrier arrives at customer's location. Charges for each hour shall end when Carrier departs from customer's location to return to Carrier's warehouse. For calculation of the hourly rates, customer shall be charged for one hour at the applicable hourly rate to account for travel to and from customer's location, regardless of actual travel time.

For calculation of mileage/fuel reimbursement listed above, charges for each mile shall begin when Carrier leaves its warehouse location. Charges for each mile shall end when Carrier returns to Carrier's warehouse.

ITEM 305**DISCOUNTS**

Carrier will provide a five percent (5%) discount to members of the American Association of Retired Persons (AARP).

ITEM 310**TERMS OF STORAGE**

Shipper must warrant that it is the lawful owner and/or has lawful possession of the Goods tendered for storage and that it has sole legal rights to store Goods tendered, to release Goods, and to instruct Company regarding delivery or disposition of the Goods. Shipper is responsible for notifying all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and further agrees to indemnify and hold Company harmless from any claim by third parties relating to the ownership, storage, handling or delivery of Goods, or from any other services provided by Company under this Warehouse Receipt. Such indemnification shall include any legal fees or costs incurred from any claim by a third party, regardless of whether or not litigation is actually filed.

Storage:

- a. Company will receive, store, and release the Goods in accordance with Shipper's reasonable instructions.

b. If Company determines that the original palletization of Goods must be broken down for storage purposes, Company shall be authorized to break down the pallets without further notice required to Shipper.

c. Company will store the Goods at its discretion at any one or more buildings at Company's warehouse location identified on the front side of this Warehouse Receipt. The identification of any specific location with the Company's warehouse complex does not guarantee that Goods shall be stored therein. Company may at its own expense, remove Goods to any other warehouse complex operated by Company.

d. Company may provide additional services to Shipper as requested and as agreed. Additional handling charges will apply whenever Goods are pulled for distribution or release, whenever physical inventories are requested by Shipper, and whenever additional services are requested that are not explicitly included in the monthly storage charge quoted to Shipper. Such additional charges will be provided to Shipper and will be invoiced to Shipper in addition to any storage charges due.

e. Termination of Storage. Company reserves the right to terminate storage and to require the removal of the Goods, or any portion thereof, by giving Shipper thirty (30) days advance written notice. Shipper shall be responsible for payment of all charges attributable to said Goods within the stated period and for removing the Goods from the warehouse upon payment of all charges. If the Goods are not so removed, Company may exercise its rights under applicable law including but not limited to selling the Goods.

Shipper's Warranties & Tender for Storage.

a. Shipper must warrant that the Goods are properly marked, packaged, labeled and classified for handling and are fit for storage and any transportation as may be required. Company will not accept Goods that are not properly packaged or which, in the reasonable opinion of Company, are not suitable for movement or storage within the warehouse.

b. Shipper shall furnish at or prior to delivery, a manifest showing marks, brands or sizes to be accounted for separately and the class of storage desired, if applicable.

c. Company's receipt and delivery of a LOT (or partial LOT) shall be made without subsequent sorting except by special arrangement and subject to a charge.

d. Hazardous Materials. Unless otherwise made known to Company in writing and accepted by Company, Shipper must warrant that the Goods are not considered hazardous materials and/or dangerous goods at the time the Goods are tendered to Company. If hazardous materials and/or dangerous goods are tendered for storage and accepted by the Company, a notation shall be so made on the face of this Warehouse Receipt. Shipper warrants that the Goods shall be limited to the permissible materials and quantities in the then current regulations, and agrees to properly classify the Goods, to accurately describe the Goods, and to provide Company with all necessary or useful information for the safe storage and handling of the Goods including but not limited to, whenever applicable, Material Safety Data Sheets and/or Product Safety Data Sheets. If Shipper breaches any of the foregoing warranties related to tender of hazardous materials or dangerous goods, or otherwise delivers any such unfit Goods to Company, Company shall be entitled to exercise all available remedies including the immediate destruction or removal of the Goods from the warehouse without notice to Shipper. In the event of the foregoing breach of Shipper warranties, Shipper shall be liable for all expenses costs, losses, damages, fines, penalties or other expenses of any sort incurred by Company in connection with the removal, or destruction, or handling of the Goods and shall indemnify Company against all amounts, liabilities, claims, or damages arising in connection with the Goods.

e. For all Goods tendered for storage, Shipper shall supply such information and documents as are necessary to comply with all laws, rules and regulations. For all Goods, Shipper shall provide to Company all documents or information necessary or useful for the safe and proper warehousing, handling, storage, and transportation (if any) of the Goods. If all such information and documents are not fully, accurately and timely provided to Company, Shipper shall indemnify Company for all consequences of such failure.

f. Shipper shall warrant its compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws, as well as with the U.S. Foreign Corrupt Practices Act and similar laws related to anti-corruption and anti-bribery.

Warehousing and storage accounts are due and payable monthly, in advance. Company will issue the monthly statement, in advance to Shipper and Shipper shall pay Company within 15 days of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within 15 days of invoice date will be subject to a late fee of 1.5% per month, or the maximum rate then allowable pursuant to applicable law. If it becomes necessary for Company to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating the lien provisions herein, Shipper shall be obligated to pay the collection agency fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed.

Lien Rights. Company shall have a lien on the Goods tendered by Shipper and upon any and all property belonging to Shipper in Company's possession, custody or control for all charges, advances or amounts of any kind due to Company under this Warehouse Receipt or under any prior or subsequent invoices issued to Shipper by Company (including charges for storage, handling, transportation, demurrage, terminal charges, insurance, labor, and any other charges incurred). Company shall have a lien on the Goods and may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such amounts remain unpaid for 30 days after Company's demand for payment, Company may sell the Goods at public auction or private sale or in any other manner reasonable, and shall apply the proceeds of such sale to the amounts owed. Shipper remains responsible for any deficiency outstanding to Company.

Liability.

a. Company shall not be liable for any loss or destruction of or damage to the Goods, however caused, unless such loss, damage or destruction resulted from Company's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. Company is not liable for damages which could not have been avoided by the exercise of such care. Company and Shipper agree that Company's duty of care referred to herein shall not extend to providing a sprinkler system at the warehouse complex or any portion thereof.

- b. In no event shall Company be liable for any loss or damage caused by:
- i. acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths; public enemies; or other causes beyond its control;
 - ii. fragile articles injured or broken, unless packed by Company's employees and unpacked by them at the time of delivery;
 - iii. pilferage or theft, unless such loss or damage is caused by the failure of Company to exercise such ordinary care required by law; and
 - iv. concealed damage, or for losses incurred due to the concealed damage of the Goods.

c. In no event shall Company be responsible for loss or damage to documents, stamps, securities, artwork, heirlooms, jewelry or other articles of high and unusual value unless a special agreement in writing is made between Company and Shipper with respect to such articles.

d. NO LIQUIDS OR HAZARDOUS MATERIALS OF ANY SORT ARE TO BE SENT TO THE WAREHOUSE FOR STORAGE. VIOLATION OF THIS TERM SHALL VOID ANY LIABILITY ON PART OF COMPANY.

e. No Consequential Damages. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.

- f. Coverage Options:
- i. Basic Coverage: The limits of liability for goods in the Company's storage and/or for transporting, handling, loading, unloading, packing, unpacking, crating, uncrating will be

limited to the general liability of the company of \$.60 per pound, unless additional liability coverage is purchased. The Shipper/Shipper's failure to select additional valuation coverage will default to basic coverage and will limit the company's liability for any property damage to general liability as defined above. We will not ship any "priceless" or "family heirlooms" or any such items without inspection and proof of value in advance of the move.

- ii. Additional Coverage: Basic Coverage shall apply in all circumstances where Company is legally liable for such loss or damage, unless the Shipper has requested in writing that it received additional coverage as set forth in this section. Additional coverage can be purchased at the rate of \$12 per \$1,000 of coverage with a minimum of \$5,000 and maximum of \$50,000. A \$250 deductible applies on any claim. Additional coverage must be determined prior to the start of any services so that proper materials can be made available on move day to secure/protect high valuable items.

Temperature or Humidity Controlled Storage. Unless specifically agreed to in writing, Company shall not be responsible for storage of the Goods in a temperature or humidity-controlled environment. Shipper knowingly accepts that the Goods will be warehoused in a non-temperature/humidity-controlled environment. Company will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse. Company will furthermore not be responsible for losses or damages incurred to Perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.

Inspection & Security. All shipments are subject to inspection by Company; by Company's Carriers for any transportation services provided, if any; and by any duly authorized government or regulatory entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, Company is not obligated to perform such inspection except as mandated by law. Further, Company reserves the right to unilaterally reject any shipment that it deems unfit for transport, or for storage under this Warehouse Receipt, after inspection.

Notices. All written notices herein may be transmitted by any commercially reasonable means of communication providing delivery receipt to the sender, and shall be directed to Company and Shipper at the address set forth on the front side of the Warehouse Receipt, unless otherwise instructed by either party in writing.

The Shipper may request that storage be ended at any point. The Shipper must submit and request to end storage in writing via email or standard mail. If the Shipper does not pay for accrued storage time for a period of 90 days, the property will be considered abandoned and subject to auction. the Shipper will receive 1 warning letter per month of nonpayment. After 3 warnings have been issued and the 90-day period has ended the items will be auctioned. The proceeds will be used to cover the costs of storage and remaining balance will be subject to collections.

Should the Shipper wish to terminate the moving/storage contract, labor charges for the time needed to remove the Shipper's items from our facility will apply. Under no circumstance will non-employees be allowed into the storage facility to remove items.

Shipper Access to Items- Should the Shipper require access to any items in storage, a written request must be submitted to us via email, or standard mail. The Shipper must provide at least 48 hours for the Company to make all the items safely accessible for the Shipper.

Change of Address/Telephone- The Shipper must inform the Company of any changes to their contact information

ITEM 315

APPLICABILITY OF STATE MANDATED RATES

Carrier's rates will conform to those required by applicable law.

Unless required by applicable state law, Carrier will not calculate rates based on the weight of the goods transported or vehicle used for transportation but will instead calculate rates based on the volume of the vehicle used for transportation and the hours of labor involved in the handling and transportation of goods.

SECTION 4 – FREIGHT CLAIMS

ITEM 405

CLAIMS LIABILITY

Liability for claims shall be governed by 49 USC § 14706 on both interstate and intrastate shipments. If state law is applicable and will not permit the application of 49 USC 14706, state law applicable to the liability of a common carrier for damage to goods shall apply. Carrier shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any goods or property. Liability shall be limited to actual loss to the goods.

ITEM 410

CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 and the Bill of Lading) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in intrastate, interstate, or foreign commerce.

- (A) Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant.
- (C) Claims in writing are required within nine (9) months from the date of delivery or, for lost goods, from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (D) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to carrier within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (D) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper. Any communication from the claimant that fails to meet these minimum filing requirements shall not constitute a valid claim.
- (E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.

- (F) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (D) above.
- (G) Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. The shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.
- (H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (I) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipments shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
- (J) Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon. Any communication from Carrier that does not agree to pay the claim in full as submitted by the claimant shall be deemed a denial of the claim as submitted.

ITEM 415**CLAIMS LOSS & DAMAGE – CLEAR DELIVERY**

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

ITEM 420**CLAIMS LOSS & DAMAGE – SALVAGE**

- (A) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign

to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filled thereon.

- (B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
- (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
- (D) To the extent that the Shipper asserts that the goods should be destroyed, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.

ITEM 435

ITEMS OF EXTRAORDINARY VALUE

Carrier does not transport currency, credit cards, jewelry, rare watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Carrier will not accept responsibility for safe delivery of such articles if they come into Carrier's possession with or without Carrier's knowledge. In the event that Carrier inadvertently accepts possession of such items, Carrier's liability for loss of or damage to such items will be limited to \$.60 per pound, per package unless customer has made alternative arrangements to obtain excess liability limitations.

ITEM 440

RELEASED VALUE DECLARATION

Unless otherwise agreed to in writing, Carrier's liability for loss, damage, or destruction of goods is limited to the least of (1) \$.60 per pound per package, or (2) the actual value of the goods or cost to repair or replace the goods. In the event weight is relevant to the determination, only the portion of the freight lost or damaged is to be considered in the calculations.

ITEM 445

FULL VALUE PROTECTION

If customer desires Carrier's limits of liability for loss, damage, or destruction of goods to be in excess of the released values described in Item 440, higher limits of liability are available as described in this item.

Additional Coverage: Additional coverage can be purchased at the rate of \$12 per \$1,000 of coverage with a minimum of \$5,000 and maximum of \$50,000. A \$250 deductible applies on any claim. Additional coverage must be determined prior to the start of any services so that proper materials can be made available on move day to secure/protect high valuable items. Such cost will be in addition to your estimate, above.

Customer must complete the following form in the Services Agreement, which will also be referenced in the Estimate and the Bill of Lading:

Liabilities and Claims: Subject to the terms of this Agreement and the limits described in the Estimate, WayForth will provide coverage for damages it does not repair or replace. In the event any items are damaged while being packed, transported, stored, or unpacked by us, WayForth will have the option of (i) repairing or

finding a suitable replacement for the item; or (ii) reimbursing Client for damages up to a basic coverage amount as set forth in the estimate form, subject to the following Coverage terms. Any items that are of high value items worth over \$100/pound, must be identified by the Client in writing, prior to WayForth providing any services so appropriate care can be taken by WayForth. WayForth is not responsible for jewelry, cash, firearms, prescription drugs, or for any items of high value not identified by Client, so those items must be packed prior to our arrival and removed by you. We will not pack/transport any high value items or any such items without inspection and proof of value in advance of the move. If damage occurs while boxes or property are in the possession or care of a third party, the liability for any damage will shift to that party. WayForth will not assume responsibility for any items that are packed by a third party or by the client. WayForth does not bear any responsibility for pre-existing damage, and does not accept responsibility for any damage to particle board furniture occurring during the move. We advise that additional coverage be secured from all parties involved in handling said merchandise. Hand-carried items should be removed/secured before any service begins.

ITEM 460**PACKED BY OWNER (PBO)**

A. Articles requiring packing, crating, wrapping, or servicing may be prepared for shipment by customer, or Carrier will perform this service at the request of and for the account of the customer pursuant to provisions, rates, and charges provided in this Tariff.

B. When performing his own packing (PBO), customer shall cause PBO cartons to be properly identified and marked with the general contents. Carrier shall have the right to open and inspect any "PBO" carton to verify contents. Carrier will not be liable for loss or damages occurring to contents in "PBO" cartons, unless specific exterior damages are noted and inspection takes place with the carrier's representative at the time of delivery.

ITEM 465**SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES**

Carrier shall not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay. Additionally, Carrier shall not be liable for attorney's fees of the Shipper.

ITEM 470

OMITTED

ITEM 475

REPAIR OR REPLACE

Carrier, at its option, may repair or replace damaged goods.

SECTION 5 – FREIGHT CHARGES

ITEM 500

COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered. Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them **net thirty (30) days from date of the invoice** or as otherwise agreed to with customer in writing from the presentation of the freight bill.

ITEM 530

INVOICES

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this Tariff.

ITEM 540

JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by Carrier for the collection of freight charges owed by the customer who has failed to pay such charges within 30 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction embracing Richmond, Virginia, or where the debtor resides (at the option of Carrier). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

ITEM 560

PAYMENT WITHOUT OFFSET

Customer shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.

Bill of Lading for Transport of Household Goods

WayForth Transportation
1859 Lindbergh Street, Suite 100
Charlotte, NC 28208
(800) 913-7747
www.WayForth.com

U.S. DOT Number: 3127471
MC Number: 91292
VA License: HG682
NC License: C-2914
PA License: A-8922018
FL License: IM3358

Vehicle Number: _____
Shipment Number: _____

Pickup Location:

Address _____
Address _____
City, State, Zip _____
Phone _____
Moving Dates _____
Pack Date _____
Load Date _____
Deliver Date _____
Additional Carriers (if any): _____

Destination Location:

Address _____
Address _____
City, State, Zip _____
Phone _____
Additional Destination Location (if any)
Address _____
Address _____
City, State, Zip _____
Phone _____

Total Charge for Transportation Services:

\$ _____

Additional Driver Comments:

Summary of Charges:

1. Vehicle Charge: \$ _____
- Truck Size: _____
- Total Number of Days/Hours in Use: _____
2. Mover Crew Member Charge: \$ _____
- Number of Movers: _____
- Total Number of Hours Worked: _____

Inventory List (Additional Items Included on Separate Pages)

Package/Number	Description of Articles	Comments

Coverage and Items of High Value

Client acknowledges that he/she has read the terms of coverage in the Tariff. Subject to the terms of the Tariff, in the event any items are damaged while being packed, transported, stored, or unpacked by the Company, and the Company does not otherwise repair or replace the item, the Company will provide coverage for the lost value due to such for a total amount of up to \$15,000, at no additional cost to Client. Client has also been provided the option to obtain Additional Coverage at the rate of rate of \$12 per each \$1,000 of additional excess liability coverage, with a minimum increase in coverage of \$5,000 and maximum of \$50,000. A \$250 deductible applies on any claim. Based on this, Client has:

____ Declined to purchase additional excess liability coverage therefore agreeing to the Basic Valuation Option of \$0.60 per pound per article as described in the Tariff.

____ Purchased \$ _____ in additional coverage, for an additional charge of \$ _____.

* Items of high or unusual value (i.e., items worth over \$100 per pound, cash, jewelry, electronics, collectibles, etc.) must be listed specifically on the attached Items of High Value list, if they are to be covered at Valuation Rate set above.

All services and charges are subject to the Tariff, the terms and conditions of which are incorporated herein.

Customer acknowledges that items have been delivered in good condition, pursuant to the terms of the Tariff.

Customer Signature	Date	Driver Signature	Date

Inventory

[illegible]

Items of High Value Inventory List

ALL ITEMS INCLUDED IN YOUR SHIPMENT THAT ARE CONSIDERED TO BE OF EXTRAORDINARY (UNUSUAL) VALUE MUST BE SPECIFICALLY IDENTIFIED AND THE CARRIER MUST BE ADVISED THAT THEY ARE INCLUDED IN THE SHIPMENT. ITEMS OF EXTRAORDINARY VALUE ARE DEFINED AS THOSE HAVING A VALUE GREATER THAN \$100 PER POUND, TYPICAL HOUSEHOLD GOODS ITEMS THAT FREQUENTLY HAVE A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ARE: CURRENCY, COINS, JEWELRY, PRECIOUS METALS, PRECIOUS OR SEMI-PRECIOUS STONES OR GEMS, GOLD, SILVER OR PLATINUM ARTICLES INCLUDING SILVERWARE AND SERVICE SETS, CHINA SETS, CRYSTAL OR FIGURINES, FUR OR FUR GARMENTS, ANTIQUES, ORIENTAL RUGS OR TAPESTRIES, RARE COLLECTIBLE ITEMS OR OBJECTS OF ART, COMPUTER SOFTWARE PROGRAMS, MANUSCRIPTS OR OTHER RARE DOCUMENTS, OF COURSE, OTHER ITEMS MAY ALSO FALL INTO THIS CATEGORY AND MUST BE IDENTIFIED AS WELL.

List No.	Inventory Number	Description of Articles Exceeding \$100 Per Pound Per Article	List No.	Inventory Number	Description of Articles Exceeding \$100 Per Pound Per Article

OWNER (SHIPPER) AGREES THAT ANY CLAIM FOR LOSS OR DAMAGE MUST BE SUPPORTED BY PROOF OF VALUE AND UNDERSTANDS SETTLEMENT WILL BE BASED UPON THE INFORMATION FURNISHED ON THIS INVENTORY FORM AND THE DECLARATION OF VALUE CONTAINED ON THE ACCOMPANYING BILL OF LADING, THE BILL OF LADING TERMS AND CONDITIONS, THE TARIFF IN EFFECT AT THE TIME OF SHIPMENT, THE HOUSEHOLD GOODS DESCRIPTIVE INVENTORY, AND ALL OTHER PERTINENT INFORMATION AVAILABLE TO THE CARRIER. IF YOU HAVE NOT LISTED ARTICLES HAVING A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ON THIS INVENTORY, YOUR SIGNATURE BELOW ATTESTS TO THE FACT THAT SUCH ARTICLES ARE NOT INCLUDED IN YOUR SHIPMENT. IF THROUGH INADVERTENCE OR ANY OTHER CAUSE, ITEMS HAVING A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ARE INCLUDED IN YOUR SHIPMENT AND YOU FAIL TO LIST THOSE ITEMS IN THE INVENTORY, OR FAIL TO SIGN THIS INVENTORY, YOU EXPRESSLY AGREE THAT THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO THOSE ITEMS WILL BE LIMITED TO NO MORE THAN \$100 PER POUND PER ARTICLE (BASED UPON THE ACTUAL ARTICLE WEIGHT).

Signature of Client	Company Signature
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Date	Date
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